

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Joinder Agreement and all security interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/08/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	John M. Smyth Company
Street Address:	90 Price Parkway
Internal Address:	Suite 1
City:	Farmingdale
State/Country:	NEW YORK
Postal Code:	11735
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1922052	JOHN M. SMYTH'S HOMEMAKERS
Registration Number:	1922051	JOHN M. SMYTH

CORRESPONDENCE DATA

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212)326-3420

Email: aevieta@jonesday.com

Correspondent Name: Amy Vieta

Address Line 1: 222 E. 41st St.

Address Line 2: Jones Day

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Amy Vieta

Total Attachments: 5

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TRADEMARK

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TERMINATION AND RELEASE
OF
JOINDER AGREEMENT

TERMINATION AND RELEASE OF JOINDER AGREEMENT, dated as of November 8, 2004, by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation with its head office at 201 Merritt 7, P.O. Box 5201, Norwalk, CT 06856-5201, as agent (the "Agent"), in connection with the Joinder Agreement and Affirmation, dated as of October 24, 2003 (the "Joinder Agreement"), by and among John M. Smyth Company ("Smyth"), the Agent and certain other parties thereto.

WHEREAS, pursuant to the Joinder Agreement, Smyth agreed to become, and became, a party to (i) that certain Credit Agreement, dated as of June 19, 2003, among the Agent and certain other parties thereto, (including all annexes, exhibits or schedules thereto as from time to time amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Trademark Security Agreement, dated as of June 19, 2003 (the "Trademark Agreement"), by and among Seaman Furniture Company, Inc. ("Seaman"), Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc., the Agent and the financial institutions party thereto (the "Lenders");

WHEREAS, the Joinder Agreement was recorded November 3, 2003 with the United States Patent and Trademark Office at Reel 2741, Frame 0020, and was also recorded November 3, 2003 with the United States Patent and Trademark Office at Reel 2741, Frame 0047, in each case for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Joinder Agreement, (and the Trademark Agreement), Smyth granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Lenders, by way of collateral security, Smyth's entire right, title and interest in and to, the Trademark Collateral (as defined in the Trademark Agreement, as supplemented by the Joinder Agreement); and


WHEREAS, the Agent has agreed to terminate and release the Joinder Agreement (and the Trademark Agreement) and assign and transfer to Smyth Agent's right, title and interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Joinder Agreement and the Trademark Agreement, discharges all of Agent's security interest in the Trademark Collateral and all other security interests granted under the Joinder Agreement or the Trademark Agreement and assigns and transfers to Smyth, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Trademark Collateral of Smyth, including without limitation the trademarks identified on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at Smyth's expense.

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GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Craig Winston
Title: Duly Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut

)

COUNTY OF FAIRFIELD

) ss.

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8th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of November, 2004, personally appeared CRAIG Winslow to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Duly Authorized Signatory of **GENERAL ELECTRIC CAPITAL CORPORATION** and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said entity by authority of its governing body, and said instrument to be the free act and deed of said entity.

Suzanne C. Perry
Notary Public

My Commission Expires: 12/31/2005

EXHIBIT A

Trademarks

John M. Smyth Company

	Registrations and Applications United States Patent and Trademark Office or Applicable State trademark Offices	
<u>Trademark or Service Mark</u>	<u>Registration or Application Number (Serial No.)</u>	<u>Registration or Application Date (Date Filed)</u>
Not Low Priced Furniture, But Good Furniture at Low Prices	Illinois-42799	9/5/1973
Homemakers	Illinois-42797	9/4/1973
H	Illinois-42798	NA
John M. Smyth	Illinois-74,244	3/18/1994
John M. Smyth's Homemakers	Illinois-74,243	3/18/1994
John. M. Smyth's Homemakers	1922052	9/26/1995
John M. Smyth	1922051	9/26/1995